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11 Attorneys for Interested Party  
12 WILMINGTON TRUST, NATIONAL  
13 ASSOCIATION, NOT IN ITS INDIVIDUAL  
14 CAPACITY, BUT SOLELY AS TRUSTEE  
15 OF MFRA TRUST 2015-2

16 UNITED STATES BANKRUPTCY COURT

17 CENTRAL DISTRICT OF CALIFORNIA – RIVERSIDE DIVISION

18 In re:

19 LARA FAKHOURY,

20 Debtor.

21 CASE NO.: 6:25-bk-15107-SY

22 CHAPTER: 13

23 REQUEST FOR JUDICIAL NOTICE  
24 IN SUPPORT OF OPPOSITION TO  
25 AMENDED MOTION FOR  
26 RECONSIDERATION OF ORDER  
27 DENYING MOTION TO CONTINUE  
THE AUTOMATIC STAY

28 HEARING:

DATE: October 1, 2025

TIME: 9:30 a.m.

CTRM: 302

28 Pursuant to Federal Rule of Evidence 201, Interested Party and former Secured Creditor  
29 WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT  
30 SOLELY AS TRUSTEE OF MFRA TRUST 2015-2 (“Wilmington”) hereby requests that the Court take  
31 judicial notice of the following exhibits:

1. Fixed/Adjustable Rate Promissory Note dated January 25, 2019 executed by Debtor Lara Fakhoury in the original principal sum of \$780,000.00, in favor of Wilmington's predecessor in interest Citadel Servicing Corporation, a copy of which is attached hereto as **Exhibit 1** and incorporated herein by reference.

2. Deed of Trust dated January 25, 2019 executed by Debtor Lara Fakhoury, a Single Woman (“Debtor”) and recorded against the real property located at 1243 Jacaranda Place, Upland, CA 91784 (“Property”) on January 29, 2019, as Document No. 2019-0029406 in the Office of the County Recorder of San Bernardino County, California, a true and copy of which is attached hereto as **Exhibit 2** and incorporated herein by reference.

3. Corporation Assignment of Deed of Trust recorded on February 11, 2022 as Document No.2022-0058280 in the Office of the County Recorder of San Bernardino County, California, a true and correct copy of which is attached hereto as **Exhibit 3** and incorporated herein by reference.

4. Notice of Default dated September 20, 2024, and recorded against the Property in the Office of the County Recorder of San Bernardino County on September 24, 2024, as Document No. 2024-0228190, a true and correct copy of which is attached hereto as **Exhibit 4** and incorporated herein by reference.

5. Notice of Trustee's Sale dated April 14, 2025, and recorded against the Property in the Office of the San Bernardino County Recorder on April 15, 2025 as Document No. 2025-0081262, a true and correct copy of which is attached hereto as **Exhibit 5** and incorporated herein by reference.

6. On May 15, 2025, Debtor Lara Fakhoury filed a voluntary petition under Chapter 13 of the United States Bankruptcy Code commencing United States Bankruptcy Court, Central District of California, Case No. 6:25-bk-13166-SY (the “Prior Case”). On May 29, 2025, Debtor filed Schedules I and J (Dkt. #11), true and correct copies of which are attached collectively hereto as **Exhibit 6** and incorporated herein by reference.

7. On July 15, 2025, the Prior Case was dismissed at the confirmation hearing and the Order and Notice of Dismissal was entered on July 16, 2025 (Dkt. #21), a true and correct copy of which is attached hereto as **Exhibit 7** and incorporated herein by reference.

1       8. On July 25, 2025, Debtor commenced the current case. On August 8, 2025, Debtor filed  
2 Schedules I and J (Dkt. #16), true and correct copies of which are attached collectively hereto as **Exhibit**  
3 **8** and incorporated herein by reference.

4       9. On August 8, 2025, Debtor filed her Chapter 13 Plan in the Current Case, a true and  
5 correct copy of which is attached hereto as **Exhibit 9** and incorporated herein by reference.

6  
7  
8 Dated: September 17, 2025

9 By:

BARRETT DAFFIN FRAPPIER  
TREDER & WEISS, LLP

/s/ Darlene C. Vigil

DARLENE C. VIGIL

Attorneys for Interested Party

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, NOT IN ITS INDIVIDUAL  
CAPACITY, BUT SOLELY AS TRUSTEE  
OF MFRA TRUST 2015-2

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# EXHIBIT 1

Certified True and Correct Copy  
by Citadel Servicing Corp.

## FIXED/ADJUSTABLE RATE NOTE (One-Year Treasury Index - Rate Caps)

THIS NOTE PROVIDES FOR A CHANGE IN MY FIXED INTEREST RATE TO AN  
ADJUSTABLE INTEREST RATE. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE  
INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND  
MAXIMUM RATES I MUST PAY.

JANUARY 25, 2019

[Date]

IRVINE

[City]

CALIFORNIA

[State]

1243 Jacaranda Place, Upland, California 91784  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 780,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is CITADEL SERVICING CORPORATION, A CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.125 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on MARCH 1, 2019. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on FEBRUARY 1, 2049, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 15707 ROCKFIELD BLVD., SUITE 320, IRVINE, CALIFORNIA 92618

or at a different place if required by the Note Holder.

#### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 4,247.00. This amount may change.

**(C) Monthly Payment Changes**

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1st day of FEBRUARY, 2024, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 500/1000 percentage points ( 3 . 500 %) (the "Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 7 . 125 % or less than 5 . 125 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000 percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11 . 125 % or less than 5 . 125 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

## 6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5,000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations,

including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## 11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security

Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



Dara Fakhoury

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

Loan Originator: Cesar Restrepo, [REDACTED]  
Loan Originator Organization: Diamond Financial Mortgage [REDACTED]  
186805

[Sign Original Only]

MULTISTATE FIXED/ADJUSTABLE RATE NOTE - ONE-YEAR TREASURY INDEX  
Single Family - Fannie Mae MODIFIED INSTRUMENT  
Form 3522 1/01 (rev. 6/16)

Page 5 of 5

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CERTIFIED TO BE A TRUE AND  
EXACT COPY OF THE ORIGINAL



EXHIBIT 1



**ALLONGE TO THE NOTE**

PAY TO THE ORDER OF

WITHOUT RE COURSE

Citadel Servicing Corporation DBA Acra Lending

By: \_\_\_\_\_

Roberto Umanzor  
Assistant Vice President, Manager Post Closing

Borrower(s): Lara Fakhoury

Property Address: 1243 Jacaranda Place, Upland, CA 91784

# EXHIBIT 2

RECORDING REQUESTED BY  
**FIRST AMERICAN TITLE**  
AND WHEN RECORDED MAIL DOCUMENT TO:

NAME **CITADEL SERVICING CORP**  
STREET ADDRESS **15707 ROCKFIELD BLVD 320**  
CITY, STATE & ZIP CODE **IRVINE, CA 92618**

Electronically Recorded in Official Records, County of San Bernardino 1/29/2019  
02:47 PM CG



**BOB DUTTON**  
ASSESSOR - RECORDER - CLERK  
691 Document Processing Solutions

	Titles	Pages
<b>Fees</b>	74.00	
<b>Taxes</b>	.00	
<b>CA SB2 Fee</b>	.00	
<b>Others</b>	.00	
<b>Paid</b>	74.00	

SPACE ABOVE FOR RECORDER'S USE ONLY

## DEED OF TRUST

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

Reason for Exemption:

- Exempt from fee per GC 27388.1, recorded in connection with a transfer subject to the imposition of documentary transfer tax (DTT), or *Concurrently With Here*
- Exempt from fee per GC 27388.1, recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier, or
- Exempt from fee per GC 27388.1, recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on \_\_\_\_\_(date) as document number \_\_\_\_\_ of Official Records. (Cap. \$225.00)
- Exempt from fee per GC 27388.1, fee cap of \$225.00 reached, and/or
- Exempt from fee per GC 27388.1, not related to real property

Failure to include an exemption reason will result in the imposition of the \$75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

Recording Requested By:  
CITADEL SERVICING CORPORATION

And After Recording Return To:  
CITADEL SERVICING  
CORPORATION  
15707 ROCKFIELD BLVD., SUITE 320  
IRVINE, CALIFORNIA 92618  


[Space Above This Line For Recording Data] \_\_\_\_\_

## DEED OF TRUST

MERS Phone: 888-679-6377

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **JANUARY 25, 2019**, together with all Riders to this document.  
(B) "Borrower" is Lara Fakhoury, A Single Woman  
BORROWER'S ADDRESS IS 1243 Jacaranda Place, Upland, California 91784.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is CITADEL SERVICING CORPORATION

Lender is a **CORPORATION** organized  
and existing under the laws of **CALIFORNIA**  
Lender's address is 15707 ROCKFIELD BLVD., SUITE 320, IRVINE, CALIFORNIA 92618

(D) "Trustee" is First American Title Insurance Company  
1 First American Way, Santa Ana, California 92707

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security



**Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JANUARY 25, 2019  
The Note states that Borrower owes Lender SEVEN HUNDRED EIGHTY THOUSAND AND 00/100

Dollars (U.S. \$ 780,000.00 ) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than FEBRUARY 1, 2049

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Biweekly Payment Rider         |
| <input type="checkbox"/> 1-4 Family Rider                 | <input type="checkbox"/> Second Home Rider              |
| <input type="checkbox"/> Condominium Rider                | <input type="checkbox"/> Other(s) [specify]             |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of San Bernardino ;

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Legal Description Attached Hereto and Made a Part Hereof  
[REDACTED]

see Exhibit A

which currently has the address of

1243 Jacaranda Place  
[Street]

Upland , California 91784 ("Property Address");  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

#### UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check,



treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds:** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section

15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of



any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage

Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability

under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in

Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

CALIFORNIA - Single Family - F  
Form 3005 01/01

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**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

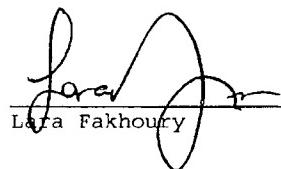
**24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above.



Lara Fakhoury

\_\_\_\_\_  
(Seal)  
-Borrower

Witness:

Witness:

CALIFORNIA - Single Family - Form  
Form 3005 01/01

Forms  
ic.com

[Space Below This Line For Acknowledgment]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA )

County of San Bernardino )

On 1/25/2019 before me, Carlos M. Casillas, Notary Public

Date

Here Insert Name and Title of the Notarizing Officer

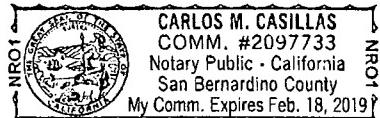
personally appeared Lara Fakhoury

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

Notary Seal

Loan Originator: Cesar Restrepo,  
Loan Originator Organization: [REDACTED]

CALIFORNIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS  
Form 3005 01/01

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## **FIXED/ADJUSTABLE RATE RIDER (One-Year Treasury Index - Rate Caps)**

THIS FIXED/ADJUSTABLE RATE RIDER is made this 25th day of JANUARY , 2019 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to CITADEL SERVICING CORPORATION, A CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

1243 Jacaranda Place, Upland, California 91784  
[Property Address]

**THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial fixed interest rate of 5.125 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of FEBRUARY, 2024 , and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 500/1000 percentage points ( 3.500 %)



(the "Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 7.125 % or less than 5.125 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.125 % or less than 5.125 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender

may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

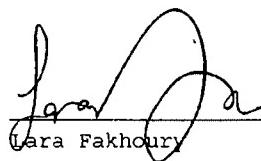
**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this  
Fixed/Adjustable Rate Rider.



\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
-Borrower

MULTISTATE FIXED/ADJUSTABLE RATE RIDER  
ONE-YEAR TREASURY INDEX - Single Family  
Fannie Mae MODIFIED INSTRUMENT  
Form 3182 1/01 (rev. 6/16)

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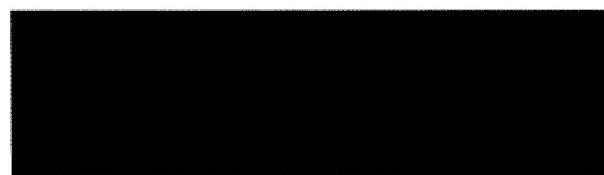


Exhibit "A"

**LEGAL DESCRIPTION**

**Real property in the City of Upland, County of San Bernardino, State of California, described as follows:**

LOT 13, TRACT NO. 13794, IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 208 OF MAPS, PAGE(S) 58 TO 60, INCLUSIVE, RECORDS OF SAID COUNTY.

© 2000 by the American Psychological Association or the National Council on Measurement in Education.

# EXHIBIT 3

RECORDING REQUESTED BY: **SIMPLIFILE**



Electronically  
Recorded in Official Records  
San Bernardino County  
Bob Dutton  
Assessor-Recorder-County Clerk

WHEN RECORDED MAIL TO:  
**FIRST AMERICAN MORTGAGE SOLUTIONS**  
**1795 INTERNATIONAL WAY**  
**IDAHO FALLS, ID 83402**  
**PH. 208-528-9895**  
**CALIFORNIA**  
**COUNTY OF SAN BERNARDINO**  
[REDACTED]

**DOC# 2022-0058280**

02/11/2022	Titles: 1	Pages: 1
02:52 PM		
SAN	Fees	\$24.00
	Taxes	\$0.00
C6677	CA SB2 Fee	\$75.00
	Total	\$99.00

## **CORPORATION ASSIGNMENT OF DEED OF TRUST**

FOR VALUE RECEIVED, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR CITADEL SERVICING CORPORATION, ITS SUCCESSORS AND ASSIGNS, located at P.O. BOX 2026, FLINT, MICHIGAN 48501-2026, Assignor, does hereby assign to WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF MFRA TRUST 2015-2, located at 25531 COMMERCENTRE DRIVE, SUITE 160, LAKE FOREST, CA 92630, Assignee, its successors and assigns, all its rights, title and interest in and to that certain Deed of Trust dated JANUARY 25, 2019, executed by LARA FAKHOURY, A SINGLE WOMAN, Trustor, to FIRST AMERICAN TITLE INSURANCE COMPANY, Trustee, for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR CITADEL SERVICING CORPORATION, ITS SUCCESSORS AND ASSIGNS, Original Beneficiary, and recorded on JANUARY 29, 2019 as Instrument No. 2019-0029406 in the official records of the County Recorder's Office in and for the County of SAN BERNARDINO, State of CALIFORNIA.

LEGAL DESCRIPTION: AS DESCRIBED IN SAID DEED OF TRUST REFERRED TO HEREIN

COMMONLY KNOWN AS: 1243 JACARANDA PLACE, UPLAND, CA 91784

TOGETHER WITH all rights accrued or to accrue under said Deed of Trust.

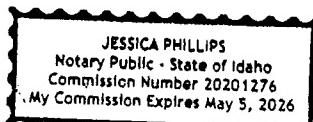
IN WITNESS WHEREOF, the undersigned has caused this Instrument to be executed on **FEBRUARY 11, 2022**.

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR CITADEL SERVICING CORPORATION, ITS SUCCESSORS AND ASSIGNS**

  
AMY COLVIN, VICE PRESIDENT

STATE OF IDAHO                    COUNTY OF BONNEVILLE ) ss.

On **FEBRUARY 11, 2022**, before me, JESSICA PHILLIPS, personally appeared AMY COLVIN known to me to be the VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR CITADEL SERVICING CORPORATION, ITS SUCCESSORS AND ASSIGNS the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



JESSICA PHILLIPS (COMMISSION EXP. 05/05/2026)  
NOTARY PUBLIC

# EXHIBIT 4



Electronically  
Recorded in Official Records  
San Bernardino County

Recording requested by:  
ServiceLink

When Recorded Mail To:  
**BARRETT DAFFIN FRAPPIER TREDER &**  
**WEISS, LLP**  
**4004 Belt Line Road, Suite 100**  
**Addison, Texas 75001-4320**  
**APN #: 1005-091-24-0-000**  
Property Address:  
**1243 JACARANDA PLACE**  
**UPLAND, CALIFORNIA 91784**



DFF0000010228930

Assessor-Recorder-County Clerk

**DOC# 2024-0228190**

09/24/2024	Titles: 1	Pages: 4
04:03 PM		
SAN	Fees	\$35.00
J9545	Taxes	\$0.00
	CA SB2 Fee	\$75.00
	Total	\$110.00

Space above this line for Recorder's use only

Trustee Sale No.: 00000010228930

Title Order No.: 240446412

**IMPORTANT NOTICE**  
**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER**  
**DEED OF TRUST**

**ATTENTION RECORDER: THE FOLLOWING REFERENCE TO AN ATTACHED SUMMARY APPLIES ONLY TO COPIES PROVIDED TO THE TRUSTOR, NOT TO THIS RECORDED ORIGINAL NOTICE.**

**NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED**

注：本文件包含一个信息摘要

참고사항：본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LUỢC VỀ THÔNG TIN TRONG TÀI  
LIỆU NÀY

THE ABOVE STATEMENT IS MADE PURSUANT TO CA CIVIL CODE §§2923.3(c)(1)and(2).

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION,** and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this Notice of Default may be recorded (which date of recordation appears on this notice).

This amount is \$34,923.57 as of 09/20/2024 and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order

**IMPORTANT NOTICE**  
**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST**

Trustee Sale No.: **00000010228930** Title Order No.: **240446412**

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**to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.**

**Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things. (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).**

**Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.**

**To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:**

**SERVICEMAC LLC**  
**c/o BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP**  
**4004 Belt Line Road, Suite 100**  
**Addison, Texas 75001-4320**  
**(866) 795-1852**

**If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.**

**Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.**

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

**IMPORTANT NOTICE**  
**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST**

Trustee Sale No.: 00000010228930 Title Order No.: 240446412

**NOTICE IS HEREBY GIVEN THAT:** BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP is the original Trustee, duly appointed Substituted Trustee, or acting as Agent for the Trustee or Beneficiary under a Deed of Trust dated 01/25/2019, executed by LARA FAKHOURY, A SINGLE WOMAN, as Trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR CITADEL SERVICING CORPORATION, ITS SUCCESSORS AND ASSIGNS, as Beneficiary Recorded on 01/29/2019 as Instrument No. 2019-0029406 of official records in the Office of the Recorder of SAN BERNARDINO County, California, as more fully described on said Deed of Trust. Including a Note(s)/ Unconditional Guaranty which had a principal amount of \$780,000.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of:

**THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 4/1/2024 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES, AND/OR TRUSTEE FEES, IF ANY.**

**NOTHING IN THIS NOTICE SHALL BE CONSTRUED AS A WAIVER OF ANY FEES OWING TO THE BENEFICIARY UNDER THE DEED OF TRUST, PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.**

That by reason thereof, the present beneficiary under said Deed of Trust and/or its loan servicer hereby declare(s) all obligations secured thereby immediately due and payable, invoke(s) the power of sale under said Deed of Trust, and elect(s) to sell the property described therein in satisfaction of those obligations without prejudice to any other default remedies permitted by applicable law.

DATED: 09/20/2024

*SEE EXHIBIT "A"*

**BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP as Trustee or agent for beneficiary**

By:   
Robyn Sanford, Authorized Agent

*EXHIBIT A*

## DECLARATION OF COMPLIANCE

(California Civil Code Section 2923.55(c))

Borrower(s): LARA FAKHOURY, A SINGLE WOMAN  
Property Address: 1243 JACARANDA PLACE, UPLAND, CA 91784  
Trustee's Sale No.: 00000010228930

The undersigned, as authorized agent or employee of the mortgage servicer, declares as follows:

### **Homeowner Bill of Rights Pre-Foreclosure Contact (California Civil Code Section 2923.55)**

- The mortgage servicer has contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure as required by California Civil Code Section 2923.55(b)(2). Thirty days or more have passed since the initial contact was made.
- The mortgage servicer has tried with due diligence to contact the borrower as required by California Civil Code Section 2923.55(f), but has not made contact despite such due diligence. Thirty days or more have passed since these due diligence efforts were satisfied.
- No contact was required because  the individual did not meet the definition of a "borrower" under California Civil Code Section 2920.5(c).
- California Civil Code Section 2923.55 does not apply because the loan is not secured by a first lien mortgage or deed of trust on residential real property that meets the criteria in California Civil Code Section 2924.15(a)(1) ("owner-occupied") or Section 2924.15(a)(2) ("occupied by tenant").

### **COVID-19 Forbearance Relief (California Civil Code Section 3273.10)**

- The mortgage servicer is exempt from the requirements of California Civil Code Section 3273.10. The borrower's loan is a federally-backed mortgage, and the mortgage servicer has complied with the forbearance provisions in Section 4022 of the federal Coronavirus Aid, Relief and Economic Security Act ("the CARES Act").
- The mortgage servicer is exempt from the requirements of California Civil Code Section 3273.10. The borrower's loan is not a federally-backed mortgage, but the mortgage servicer provides forbearance consistent with the requirements of the CARES Act for federally-backed mortgages.
- The mortgage servicer  approved  denied  did not receive a forbearance request made during the effective time period that satisfied the conditions of California Civil Code Section 3273.10(a).

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Wilmington Trust, National Association, not in its individual capacity but solely as trustee of MFRA Trust 2015-2 by Citadel Servicing Corporation, its appointed Attorney in fact by ServiceMac, LLC, its appointed Attorney In fact

Dated: September 12, 2024

By: Kathleen Sovic

**NAME:** Kathleen Sovic  
**TITLE:** VP, Late Stage Default

# EXHIBIT 5



Electronically  
Recorded in Official Records  
San Bernardino County

Recording requested by:  
**ServiceLink**

When Recorded Mail To:  
**BARRETT DAFFIN FRAPPIER TREDER &  
WEISS, LLP**  
4004 Belt Line Road, Suite 100  
Addison, Texas 75001-4320  
(866) 795-1852  
APN #: 1005-091-24-0-000  
Property Address:  
**1243 JACARANDA PLACE  
UPLAND, CALIFORNIA 91784**



NOTS0000010228930

Assessor-Recorder-County Clerk

**DOC# 2025-0081262**

04/15/2025	Titles: 1	Pages: 3
12:28 PM		
SAN	Fees	\$32.00
J9534	Taxes	\$0.00
	CA SB2 Fee	\$75.00
	Total	\$107.00

Space above this line for Recorder's use only

Trustee Sale No. : **00000010228930**

Title Order No.: **240446412**

FHA/VA/PMI No.:

## **NOTICE OF TRUSTEE'S SALE**

**ATTENTION RECORDER: THE FOLLOWING REFERENCE TO AN ATTACHED SUMMARY APPLIES  
ONLY TO COPIES PROVIDED TO THE TRUSTOR, NOT TO THIS RECORDED ORIGINAL NOTICE.**

**NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED**

**注 : 本文件包含一个信息摘要**

**참고사항: 본 첨부 문서에 정보 요약서가 있습니다**

**NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO**

**TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP**

**LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TẮC TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI  
LIỆU NÀY**

**YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 01/25/2019. UNLESS YOU TAKE ACTION  
TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN  
EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A  
LAWYER.**

**BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP**, as duly appointed Trustee under and pursuant to Deed of Trust Recorded on 01/29/2019 as Instrument No. 2019-0029406 of official records in the office of the County Recorder of SAN BERNARDINO County, State of CALIFORNIA.

**EXECUTED BY: LARA FAKHOURY, A SINGLE WOMAN,**

WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK/CASH EQUIVALENT or other form of payment authorized by California Civil Code 2924h(b), (payable at time of sale in lawful money of the United States).

**DATE OF SALE: 05/19/2025 TIME OF SALE: 12:00 PM**

**PLACE OF SALE: AT THE NORTH ARROWHEAD AVENUE ENTRANCE TO THE COUNTY COURTHOUSE, 351 NORTH ARROWHEAD AVENUE, SAN BERNARDINO, CA 92401.**

**STREET ADDRESS** and other common designation, if any, of the real property described above is purported to be:

**1243 JACARANDA PLACE, UPLAND, CALIFORNIA 91784**

**APN#:** **1005-091-24-0-000**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is **\$803,402.29**. The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located.

**NOTICE TO POTENTIAL BIDDERS:** If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

**NOTICE TO PROPERTY OWNER:** The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 833-561-0243 for information regarding the trustee's sale or visit this Internet Web site WWW.SALES.BDFGROUP.COM for information regarding the sale of this property, using the file number assigned to this case 00000010228930. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

**NOTICE TO TENANT:** You may have a right to purchase this property after the trustee auction pursuant to Section 2924m of the California Civil Code. If you are an "eligible tenant buyer," you can purchase the property if you match the last and highest bid placed at the trustee auction. If you are an "eligible bidder", you may be able to purchase the property if you exceed the last and highest bid placed at the trustee auction. There are three steps to exercising this right of purchase. First, 48 hours after the date of the trustee sale, you can call 833-561-0243, or visit this internet website WWW.SALES.BDFGROUP.COM using the file number assigned to this case 00000010228930 to find the date on which the trustee's sale was held, the amount of the last and highest bid, and the address of the trustee. Second, you must send a written notice of intent to place a bid so that the trustee receives it no more than 15 days after the trustee's sale. Third, you must submit a bid so that the trustee receives it no more than 45 days after the trustee's sale. If you think you may qualify as an "eligible tenant buyer" or "eligible bidder," you should consider contacting an attorney or appropriate real estate professional immediately for advice regarding this potential right to purchase.

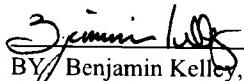
FOR TRUSTEE SALE INFORMATION PLEASE CALL:

**833-561-0243**

**WWW.SALES.BDFGROUP.COM**

**BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP as Trustee  
3990 E. Concours Street, Suite 350  
Ontario, CA 91764  
(866) 795-1852**

  
BY Benjamin Kelley, AUTHORIZED AGENT

Dated: 04/14/2025

# EXHIBIT 6

Fill in this information to identify your case:

Debtor 1	<b>Lara</b>	<b>Fakhoury</b>	
First Name	Middle Name	Last Name	
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: <b>Central</b>		District of <b>California</b>	
Case number <b>6:25-bk-13166</b> (if known)			

Check if this is:

- An amended filing  
 A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

**Official Form 106I****Schedule I: Your Income**

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Employment**

## 1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

**Employment status****Debtor 1**

- Employed  
 Not employed

**Debtor 2 or non-filing spouse**

- Employed  
 Not employed

**Occupation****Caregiver****Employer's name****In-Home Supportive Services****Employer's address****784 E Hospitality Ln**

Number      Street

Number      Street

**Sn Bernrdno, CA 92415-0009**

City      State      ZIP Code

City      State      ZIP Code

How long employed there?

**Part 2: Give Details About Monthly Income**

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

**For Debtor 1****For Debtor 2 or non-filing spouse**

2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.

2. **\$4,320.28**

3. Estimate and list monthly overtime pay.

3. + **\$0.00**

4. Calculate gross income. Add line 2 + line 3.

4. **\$4,320.28**

Debtor 1

Lara

First Name

Middle Name

Last Name

Case number (if known) 6:25-bk-13166

	<u>For Debtor 1</u>	<u>For Debtor 2 or non-filing spouse</u>
<b>Copy line 4 here.....</b> → 4.	<b>\$4,320.28</b>	
<b>5. List all payroll deductions:</b>		
5a. Tax, Medicare, and Social Security deductions	5a. <b>\$330.50</b>	
5b. Mandatory contributions for retirement plans	5b. <b>\$0.00</b>	
5c. Voluntary contributions for retirement plans	5c. <b>\$0.00</b>	
5d. Required repayments of retirement fund loans	5d. <b>\$0.00</b>	
5e. Insurance	5e. <b>\$50.78</b>	
5f. Domestic support obligations	5f. <b>\$0.00</b>	
5g. Union dues	5g. <b>\$0.00</b>	
5h. Other deductions. Specify: _____	5h. + <b>\$0.00</b>	+ _____
<b>6. Add the payroll deductions.</b> Add lines 5a + 5b + 5c + 5d + 5e + 5f + 5g + 5h.	<b>\$381.28</b>	
<b>7. Calculate total monthly take-home pay.</b> Subtract line 6 from line 4.	<b>\$3,939.01</b>	
<b>8. List all other income regularly received:</b>		
8a. Net income from rental property and from operating a business, profession, or farm	8a. <b>\$0.00</b>	
Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.		
8b. Interest and dividends	8b. <b>\$0.00</b>	
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive	8c. <b>\$0.00</b>	
Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.		
8d. Unemployment compensation	8d. <b>\$0.00</b>	
8e. Social Security	8e. <b>\$0.00</b>	
8f. Other government assistance that you regularly receive	8f. <b>\$0.00</b>	
Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies.		
Specify: _____		
8g. Pension or retirement income	8g. <b>\$0.00</b>	
8h. Other monthly income. Specify: _____	8h. + <b>\$0.00</b>	+ _____
<b>9. Add all other income.</b> Add lines 8a + 8b + 8c + 8d + 8e + 8f + 8g + 8h.	<b>\$0.00</b>	
<b>10. Calculate monthly income.</b> Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	<b>\$3,939.01</b>	= <b>\$3,939.01</b>
<b>11. State all other regular contributions to the expenses that you list in Schedule J.</b>		
Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives.		
Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J.		
Specify: <b>Contributions from Debtor's brother</b>		
	11. + <b>\$4,253.00</b>	

Debtor 1

Lara

First Name

Middle Name

Last Name

Fakhoury

Case number (if known) 6:25-bk-13166**12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income.**Write that amount on the *Summary of Your Assets and Liabilities and Certain Statistical Information*, if it applies

12.

\$8,192.01Combined  
monthly income**13. Do you expect an increase or decrease within the year after you file this form?** No. Yes. Explain:

Fill in this information to identify your case:

Debtor 1	<b>Lara</b>	<b>Fakhoury</b>
	First Name	Middle Name
	Last Name	
Debtor 2 (Spouse, if filing)	First Name	Middle Name
	Last Name	
United States Bankruptcy Court for the:	<b>Central District of California</b>	
Case number (if known)	<b>6:25-bk-13166</b>	

Check if this is:

- An amended filing  
 A supplement showing postpetition chapter 13 expenses as of the following date:  
 \_\_\_\_\_  
 MM / DD / YYYY

## Official Form 106J

### Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Your Household

1. Is this a joint case?

- No. Go to line 2.  
 Yes. Does Debtor 2 live in a separate household?  
 No  
 Yes. Debtor 2 must file Official Form 106J-2, Expenses for Separate Household of Debtor 2.

2. Do you have dependents?

- No  
 Yes. Fill out this information for each dependent.....  
 Do not list Debtor 1 and Debtor 2.  
 Do not state the dependents' names.

Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
Child	24	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes.
Child	22	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes.
Child	20	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes.
Child	19	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes.
		<input type="checkbox"/> No. <input type="checkbox"/> Yes.

3. Do your expenses include expenses of people other than yourself and your dependents?

- No  
 Yes

#### Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental Schedule J, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on Schedule I: Your Income (Official Form 106I).

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

If not included in line 4:

- 4a. Real estate taxes  
 4b. Property, homeowner's, or renter's insurance  
 4c. Home maintenance, repair, and upkeep expenses  
 4d. Homeowner's association or condominium dues

#### Your expenses

4.	<b>\$5,000.00</b>
4a.	<b>\$0.00</b>
4b.	<b>\$0.00</b>
4c.	<b>\$80.00</b>
4d.	<b>\$0.00</b>

Debtor 1

**Lara Fakhoury**

First Name Middle Name

Last Name

Case number (if known) 6:25-bk-13166

**Your expenses**

5. Additional mortgage payments for your residence, such as home equity loans	5.	\$0.00
6. Utilities:		
6a. Electricity, heat, natural gas	6a.	\$300.00
6b. Water, sewer, garbage collection	6b.	\$150.00
6c. Telephone, cell phone, Internet, satellite, and cable services	6c.	\$300.00
6d. Other. Specify: _____	6d.	\$0.00
7. Food and housekeeping supplies	7.	\$1,000.00
8. Childcare and children's education costs	8.	\$0.00
9. Clothing, laundry, and dry cleaning	9.	\$150.00
10. Personal care products and services	10.	\$150.00
11. Medical and dental expenses	11.	\$0.00
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12.	\$300.00
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13.	\$0.00
14. Charitable contributions and religious donations	14.	\$0.00
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a.	\$0.00
15b. Health insurance	15b.	\$0.00
15c. Vehicle insurance	15c.	\$250.00
15d. Other insurance. Specify: _____	15d.	\$0.00
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16.	\$0.00
17. Installment or lease payments:		
17a. Car payments for Vehicle 1	17a.	\$0.00
17b. Car payments for Vehicle 2	17b.	\$0.00
17c. Other. Specify: _____	17c.	\$0.00
17d. Other. Specify: _____	17d.	\$0.00
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).	18.	\$0.00
19. Other payments you make to support others who do not live with you. Specify: _____	19.	\$0.00
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.		
20a. Mortgages on other property	20a.	\$0.00
20b. Real estate taxes	20b.	\$0.00
20c. Property, homeowner's, or renter's insurance	20c.	\$0.00
20d. Maintenance, repair, and upkeep expenses	20d.	\$0.00
20e. Homeowner's association or condominium dues	20e.	\$0.00

Debtor 1 Lara Fakhoury Case number (if known) 6:25-bk-13166  
First Name Middle Name Last Name

21. Other. Specify: 21. + \$0.00

22. Calculate your monthly expenses.

22a. Add lines 4 through 21.

22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2

22c. Add line 22a and 22b. The result is your monthly expenses.

22a. \$7,680.00

22b. \$0.00

22c. \$7,680.00

23. Calculate your monthly net income.

23a. Copy line 12 (your combined monthly income) from Schedule I.

23a. \$8,192.01

23b. Copy your monthly expenses from line 22c above.

23b. - \$7,680.00

23c. Subtract your monthly expenses from your monthly income.

The result is your *monthly net income*.

23c. \$512.01

24. Do you expect an increase or decrease in your expenses within the year after you file this form?

For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

No.

Yes.

# EXHIBIT 7

**United States Bankruptcy Court  
Central District of California**

3420 Twelfth Street, Riverside, CA 92501-3819

**ORDER AND NOTICE OF DISMISSAL  
ARISING FROM CHAPTER 13 CONFIRMATION HEARING**

**DEBTOR INFORMATION:**

Lara Fakhoury

**BANKRUPTCY NO. 6:25-bk-13166-SY**

**CHAPTER 13**

**Last four digits of Social-Security or Individual Taxpayer-Identification (ITIN) No(s)., (if any):** xxx-xx-0739  
**Employer Tax-Identification (EIN) No(s).(if any):** N/A  
**Debtor Dismissal Date:** 7/16/25

**Address:**

1243 Jacaranda Pl  
Upland, CA 91784-7410

Pursuant to the court's findings and conclusions made at the confirmation hearing in this case,  
IT IS ORDERED THAT:

- (1) debtor's bankruptcy case is dismissed; and
- (2) the court retain jurisdiction on all issues involving sanctions, any bar against being a debtor in bankruptcy, all issues arising under Bankruptcy Code §§ 105, 109(g), 110, 329, 349, and 362, and to any additional extent provided by law.

BY THE COURT,

**Kathleen J. Campbell**  
Clerk of Court

Dated: July 16, 2025

**21 / SM6**

# EXHIBIT 8

Fill in this information to identify your case:

Debtor 1	<b>Lara</b>	<b>Fakhoury</b>	
First Name	Middle Name	Last Name	
Debtor 2			
(Spouse, if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: <b>Central</b>		District of <b>California</b>	
Case number <b>6:25-bk-15107-SY</b> (if known)			

Check if this is:

- An amended filing  
 A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

## Official Form 106I

### Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

**Employment status**

**Debtor 1**

**Debtor 2 or non-filing spouse**

- Employed  
 Not employed

- Employed  
 Not employed

**Occupation**

**Caregiver**

**Employer's name**

**In-Home Supportive Services**

**Employer's address**

**784 E Hospitality Ln**

Number      Street

Number      Street

**Sn Bernrdno, CA 92415-0009**

City      State      ZIP Code

City      State      ZIP Code

How long employed there? \_\_\_\_\_

\_\_\_\_\_

#### Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

**For Debtor 1**

**For Debtor 2 or non-filing spouse**

2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.

2. \_\_\_\_\_ **\$4,346.67**

3. Estimate and list monthly overtime pay.

3. + \_\_\_\_\_ **\$0.00**

4. Calculate gross income. Add line 2 + line 3.

4. **\$4,346.67**

Debtor 1

Lara

First Name

Middle Name

Last Name

Fakhoury Case number (if known) 6:25-bk-15107-SY

	For Debtor 1	For Debtor 2 or non-filing spouse
<b>Copy line 4 here..... → 4.</b>	<b>\$4,346.67</b>	
<b>5. List all payroll deductions:</b>		
5a. Tax, Medicare, and Social Security deductions	5a. \$332.52	
5b. Mandatory contributions for retirement plans	5b. \$0.00	
5c. Voluntary contributions for retirement plans	5c. \$0.00	
5d. Required repayments of retirement fund loans	5d. \$0.00	
5e. Insurance	5e. \$52.16	
5f. Domestic support obligations	5f. \$0.00	
5g. Union dues	5g. \$0.00	
5h. Other deductions. Specify: _____	5h. + \$0.00	+ _____
<b>6. Add the payroll deductions.</b> Add lines 5a + 5b + 5c + 5d + 5e + 5f + 5g + 5h.	<b>6. \$384.68</b>	
<b>7. Calculate total monthly take-home pay.</b> Subtract line 6 from line 4.	<b>7. \$3,961.99</b>	
<b>8. List all other income regularly received:</b>		
8a. Net income from rental property and from operating a business, profession, or farm	8a. \$0.00	
Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.		
8b. Interest and dividends	8b. \$0.00	
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive	8c. \$0.00	
Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.		
8d. Unemployment compensation	8d. \$0.00	
8e. Social Security	8e. \$0.00	
8f. Other government assistance that you regularly receive	8f. \$0.00	
Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies.		
Specify: _____		
8g. Pension or retirement income	8g. \$0.00	
8h. Other monthly income. Specify: _____	8h. + \$0.00	+ _____
<b>9. Add all other income.</b> Add lines 8a + 8b + 8c + 8d + 8e + 8f + 8g + 8h.	9. \$0.00	
<b>10. Calculate monthly income.</b> Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$3,961.99	+ _____ = <span style="border: 1px solid black; padding: 2px;">\$3,961.99</span>
<b>11. State all other regular contributions to the expenses that you list in Schedule J.</b>		
Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives.		
Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J.		
Specify: Contributions from Debtor's brother	11. + \$0.00	

Debtor 1

Lara

First Name

Middle Name

Last Name

Fakhoury

Case number (if known) 6:25-bk-15107-SY

12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income.

Write that amount on the *Summary of Your Assets and Liabilities and Certain Statistical Information*, if it applies

12.

\$3,961.99Combined  
monthly income

13. Do you expect an increase or decrease within the year after you file this form?

 No. Yes. Explain:

**Debtor's spouse is looking for work and has several prospects. Debtor will amend Schedules I & J once he obtains employment.**

Fill in this information to identify your case:

Debtor 1	<b>Lara</b>	<b>Fakhoury</b>
	First Name	Middle Name
	Last Name	
Debtor 2 (Spouse, if filing)	First Name	Middle Name
	Last Name	
United States Bankruptcy Court for the:	<b>Central District of California</b>	
Case number (if known)	<b>6:25-bk-15107-SY</b>	

Check if this is:

- An amended filing  
 A supplement showing postpetition chapter 13 expenses as of the following date:  
 \_\_\_\_\_  
 MM / DD / YYYY

## Official Form 106J

### Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Your Household

1. Is this a joint case?

- No. Go to line 2.  
 Yes. Does Debtor 2 live in a separate household?  
 No  
 Yes. Debtor 2 must file Official Form 106J-2, Expenses for Separate Household of Debtor 2.

2. Do you have dependents?

Do not list Debtor 1 and Debtor 2.

Do not state the dependents' names.

No

Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Child 24  
 Child 22  
 Child 20  
 Child 19

No.  Yes.  
 No.  Yes.  
 No.  Yes.  
 No.  Yes.  
 No.  Yes.

3. Do your expenses include expenses of people other than yourself and your dependents?

No

Yes

#### Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental Schedule J, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on Schedule I: Your Income (Official Form 106I).

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

If not included in line 4:

- 4a. Real estate taxes  
 4b. Property, homeowner's, or renter's insurance  
 4c. Home maintenance, repair, and upkeep expenses  
 4d. Homeowner's association or condominium dues

#### Your expenses

4.	<b>\$5,745.00</b>
4a.	<b>\$0.00</b>
4b.	<b>\$0.00</b>
4c.	<b>\$80.00</b>
4d.	<b>\$0.00</b>

Debtor 1

**Lara**

First Name

Middle Name

**Fakhoury**

Last Name

Case number (if known) 6:25-bk-15107-SY

**Your expenses**

5. Additional mortgage payments for your residence, such as home equity loans	5.	\$0.00
6. Utilities:		
6a. Electricity, heat, natural gas	6a.	\$300.00
6b. Water, sewer, garbage collection	6b.	\$150.00
6c. Telephone, cell phone, Internet, satellite, and cable services	6c.	\$300.00
6d. Other. Specify: _____	6d.	\$0.00
7. Food and housekeeping supplies	7.	\$1,000.00
8. Childcare and children's education costs	8.	\$0.00
9. Clothing, laundry, and dry cleaning	9.	\$150.00
10. Personal care products and services	10.	\$150.00
11. Medical and dental expenses	11.	\$0.00
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12.	\$300.00
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13.	\$0.00
14. Charitable contributions and religious donations	14.	\$0.00
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a.	\$0.00
15b. Health insurance	15b.	\$0.00
15c. Vehicle insurance	15c.	\$250.00
15d. Other insurance. Specify: _____	15d.	\$0.00
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16.	\$0.00
17. Installment or lease payments:		
17a. Car payments for Vehicle 1	17a.	\$0.00
17b. Car payments for Vehicle 2	17b.	\$0.00
17c. Other. Specify: _____	17c.	\$0.00
17d. Other. Specify: _____	17d.	\$0.00
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).	18.	\$0.00
19. Other payments you make to support others who do not live with you. Specify: _____	19.	\$0.00
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.		
20a. Mortgages on other property	20a.	\$0.00
20b. Real estate taxes	20b.	\$0.00
20c. Property, homeowner's, or renter's insurance	20c.	\$0.00
20d. Maintenance, repair, and upkeep expenses	20d.	\$0.00
20e. Homeowner's association or condominium dues	20e.	\$0.00

Debtor 1

Lara Fakhoury

First Name

Middle Name

Last Name

Case number (if known) 6:25-bk-15107-SY

21. Other. Specify: \_\_\_\_\_

21. + \$0.00

22. Calculate your monthly expenses.

22a. Add lines 4 through 21.

22a. \$8,425.00

22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2

22b. \$0.00

22c. Add line 22a and 22b. The result is your monthly expenses.

22c. \$8,425.00

23. Calculate your monthly net income.

23a. Copy line 12 (your combined monthly income) from Schedule I.

23a. \$3,961.99

23b. Copy your monthly expenses from line 22c above.

23b. - \$8,425.00

23c. Subtract your monthly expenses from your monthly income.

The result is your *monthly net income*.

23c. (\$4,463.02)

24. Do you expect an increase or decrease in your expenses within the year after you file this form?

For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

No.

Yes.

# EXHIBIT 9

Attorney or Party Name, Address, Telephone & FAX Numbers, State Bar Number & Email Address  <b>NEXUS BANKRUPTCY</b> Benjamin Heston (297798) 3090 Bristol Street #400 Costa Mesa, CA 92626 Tel: 949.312.1377 Fax: 949.288.2054 ben@nexusbk.com  <input type="checkbox"/> Debtor appearing without attorney <input checked="" type="checkbox"/> Attorney for Debtor(s)	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT</b> <b>CENTRAL DISTRICT OF CALIFORNIA – RIVERSIDE DIVISION</b>	
List all names (including trade names) used by Debtor within the last 8 years.  In re:	CASE NUMBER: <b>6:25-bk-15107-SY</b> <b>CHAPTER 13</b>
LARA FAKHOURY,  Debtor(s).	<p><b>CHAPTER 13 PLAN</b></p> <p><input checked="" type="checkbox"/> Original <input type="checkbox"/> 1<sup>st</sup> Amended* <input type="checkbox"/> 2<sup>nd</sup> Amended* <input type="checkbox"/> ___ Amended*</p> <p>*list below which sections have been changed:</p> <hr/> <p>[FRBP 3015(b); LBR 3015-1]</p> <p><b>11 U.S.C. SECTION 341(a) CREDITORS' MEETING:</b> Date: August 27, 2025 Time: 9:00 AM Address: Zoom video meeting Go to Zoom.us/join Enter Meeting ID 376 608 2241 Passcode 7122449023 OR call 1 909 498 7843</p> <p><b>PLAN CONFIRMATION HEARING: [LBR 3015-1(d)]</b> Date: 10/7/2025 Time: 1:30 PM Courtroom: 302 Address: 3420 Twelfth Street Riverside, CA 92501</p>

"Bankruptcy Code" and "11 U.S.C." refer to the United States Bankruptcy Code, Title 11 of the United States Code. "FRBP" refers to the Federal Rules of Bankruptcy Procedure. "LBR" and "LBRs" refer to the Local Bankruptcy Rule(s) of this court.

## PART 1: PRELIMINARY INFORMATION

**TO DEBTOR** (the term "Debtor" includes and refers to both spouses as Debtors in a joint bankruptcy case): This Chapter 13 Plan (Plan) sets out options that may be appropriate in some cases, but the presence of an option in this Plan does not indicate that the option is appropriate, or permissible, in your situation. A Plan that does not comply with local rules and judicial rulings may not be confirmable. You should read this Plan carefully and discuss it with your attorney if you have one. If you do not have an attorney, you may wish to consult one.

**TO ALL CREDITORS:** This Plan is proposed by Debtor and your rights may be affected by this Plan. Your claim may be reduced, modified, or eliminated. You should read this Plan carefully and discuss it with your attorney if you have one. If you do not have an attorney, you may wish to consult one.

***PLEASE NOTE THAT THE PROVISIONS OF THIS PLAN MAY BE MODIFIED BY ORDER OF THE COURT.***

If you oppose this Plan's treatment of your claim or any provision of this Plan, you or your attorney must file a written objection to confirmation of the Plan at least 14 days before the date set for the hearing on confirmation. However, the amounts listed on a proof of claim for an allowed secured or priority claim control over any contrary amounts listed in the Plan. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See FRBP 3015. In addition, you must file a timely proof of claim in order to be paid under any plan. See LBR 3015-1 and FRBP 3002(a).

Defaults will be cured using the interest rate set forth below in the Plan.

**The following matters may be of particular importance to you:**

***Debtor must check one box on each line to state whether or not this Plan includes each of the following items. If an item is checked as "Not Included," if both boxes are checked, or neither box is checked, the item will be ineffective if set out later as a provision in this Plan.***

- 1.1 Valuation of property and avoidance of a lien on property of the bankruptcy estate, set out in Class 3B and/or Section IV (11 U.S.C. § 506(a) and (d)):  
 Included     Not Included
- 1.2 Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section IV (11 U.S.C. § 522(f)):  
 Included     Not Included
- 1.3 Less than full payment of a domestic support obligation that has been assigned to a governmental unit, pursuant to 11 U.S.C. §1322(a)(4). This provision requires that payments in Part 2 Section I.A. be for a term of 60 months:  
 Included     Not Included
- 1.4 Other Nonstandard Plan provisions, set out in Section IV:  
 Included     Not Included

**ALL CREDITORS ARE REQUIRED TO FILE A PROOF OF CLAIM IN ORDER TO HAVE AN ALLOWED CLAIM, EXCEPT AS PROVIDED IN FRBP 3002(a).** A Debtor whose Plan is confirmed may be eligible thereafter to receive a discharge of debts to the extent specified in 11 U.S.C. § 1328.

Regardless of whether this Plan treats a claim as secured or unsecured, any lien securing such claim is not avoided other than as provided by law or order of the court.

## PART 2: PLAN TERMS

Debtor proposes the following Plan terms and makes the following declarations:

### SECTION I. PLAN PAYMENT AND LENGTH OF PLAN

- A. Monthly Plan Payments will begin 30 days from the date the bankruptcy petition was filed. If the payment due date falls on the 28<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> day of the month, payment is due on the 1<sup>st</sup> day of the following month (LBR 3015 1(k)(1)(A)).

Payments by Debtor of:

\$2,250 per month for months 1 through 60 totaling \$135,000

For a total plan length of 60 months, totaling \$135,000

- B. Nonpriority unsecured claims.

The total amount of estimated non-priority unsecured claims is \$106,002. Of this amount, \$50,861 is a student loan which is separately classified as Class 5B and paid outside the plan, leaving \$55,141 of non-priority unsecured claims which are paid in Class 5A.

1. Unless otherwise ordered by the court, after Class 1 through Class 4 creditors are paid, allowed nonpriority unsecured claims that are next payment will be effective.
  - a.  “Percentage” plan: 0% of the total amount of these claims, for an estimated total payment of \$0.
  - b.  “Residual” plan: The remaining funds, after disbursements have been made to all other creditors provided for in this Plan, estimated to pay a total of \$0 and 0% to claims in Class 5. The amount distributed to Class 5 claims may be less than the amount specified here depending on the amount of secured and priority claims allowed.
2. Minimum Plan payments. Regardless of the options checked above, payments on allowed nonpriority unsecured claims will be made in at least the greater of the following amounts:
  - a. the sum of \$0, representing the liquidation value of the estate in a hypothetical Chapter 7 case under 11 U.S.C. § 1325(a)(4), or
  - b. if Debtor has above-median income and otherwise subject to 11 U.S.C. § 1325(b), the sum of \$0, representing all disposable income payable for 60 months under the means test.

- C. Income tax refunds. Debtor will provide the Chapter 13 Trustee with a copy of each income tax return filed during the Plan term within 14 days of filing the return and, unless the Plan provides 100% payment to nonpriority unsecured creditors (Class 5), will turn over to the Chapter 13 Trustee all federal and state income tax refunds received for the term of the plan. The Debtor may retain a total of \$500 of the sum of the federal and state tax refunds for each tax year. Income tax refunds received by the debtor and turned over to the Chapter 13 Trustee or directly turned over to the Chapter 13 Trustee by the taxing authorities do not decrease the total amount of payments stated in Section I.A., above. The refunds are pledged to the plan in addition to the amounts stated in Section I.A. and can be used by the Chapter 13 Trustee to increase the percentage paid to general unsecured creditors without further order of the Bankruptcy Court.

- D. In the event that secured creditor(s) file a Notice of Postpetition Fees and Costs pursuant to FRBP 3002.1(c), the Chapter 13 Trustee is authorized, but not required, to commence paying those charges 90 days after that notice is filed, unless within that time the Debtor contests those charges by filing a motion to determine payment under FRBP 3002.1(e) or agrees to pay those charges by filing a motion to modify this Plan.

- E. Debtor must make preconfirmation adequate protection payments for any creditor that holds an allowed claim secured by personal property where such security interest is attributable to the purchase of such property and preconfirmation payments on leases of personal property whose allowed claim is impaired by the terms proposed in this Plan. Debtor must make preconfirmation adequate protection payments and preconfirmation lease payments to the Chapter 13 Trustee for the following creditor(s) in the following amounts:

Creditor/Lessor Name	Collateral Description	Last 4 Digits Of Account #	Amount

Each adequate protection payment or preconfirmation lease payment will accrue beginning the 30th day from the date of filing of the case. The Chapter 13 Trustee must deduct the foregoing adequate protection payment(s) and/or preconfirmation lease payment from Debtor's Plan Payment and disburse the adequate protection payment or preconfirmation lease payment to the secured creditor(s) at the next disbursement or as soon as practicable after the payment is received and posted to the Chapter 13 Trustee's account. The Chapter 13 Trustee will collect his or her statutory fee on all receipts made for preconfirmation adequate protection payments or preconfirmation lease payments.

- F. Debtor must not incur debt greater than \$1,000 without prior court approval unless the debt is incurred in the ordinary course of business pursuant to 11 U.S.C. §1304(b) or for medical emergencies.
- G. The Chapter 13 Trustee is authorized to disburse funds after the date Plan confirmation is announced in open court.
- H. Debtor must file timely all postpetition tax returns and pay timely all postconfirmation tax liabilities directly to the appropriate taxing authorities.
- I. Debtor must pay all amounts required to be paid under a Domestic Support Obligation that first became payable after the date of the filing of the bankruptcy petition.
- J. If the Plan proposes to avoid a lien of a creditor, the Chapter 13 Trustee must not disburse any payments to that creditor on that lien until the Plan confirmation order is entered.
- K. Debtor must pay all required ongoing property taxes and insurance premiums for all real and personal property that secures claims paid under the Plan.

## SECTION II. ORDER OF PAYMENT OF CLAIMS; CLASSIFICATION AND TREATMENT OF CLAIMS:

Except as otherwise provided in this Plan, the Chapter 13 Trustee must disburse all available funds for the payment of claims as follows:

### A. ORDER OF PAYMENT OF CLAIMS:

1<sup>st</sup> If there are Domestic Support Obligations, the order of priority will be:

- (a) Domestic Support Obligations and the Chapter 13 Trustee's fee not exceeding the amount accrued on Plan Payments made to date;
- (b) Administrative expenses (Class 1(a)) until paid in full;

If there are no Domestic Support Obligations, the order of priority will be:

- (c) The Chapter 13 Trustee's fee not exceeding the amount accrued on Plan Payments made to date;
- (d) Administrative expenses (Class 1(a)) until paid in full.

2<sup>nd</sup> Subject to the 1<sup>st</sup> paragraph, *pro rata* to all secured claims and all priority unsecured claims until paid in full except as otherwise provided in this Plan.

3<sup>rd</sup> Non-priority unsecured creditors will be paid *pro rata* except as otherwise provided in this Plan. No payment will be made on nonpriority unsecured claims until all the above administrative, secured and priority claims have been paid in full unless otherwise provided in this Plan.

**B. CLASSIFICATION AND TREATMENT OF CLAIMS:****CLASS 1****ALLOWED UNSECURED CLAIMS ENTITLED TO PRIORITY UNDER 11 U.S.C. §507**

Class 1 claims will be paid in full pro rata. Any treatment that proposes to pay claims in Class 1(a) or 1(b) less than in full must be agreed to in writing by the holder of each such claim and specifically addressed in Section IV.D.

Unless otherwise ordered by the court, the claim amount stated on a proof of claim, and the dollar amount of any allowed administrative expense, controls over any contrary amount listed below.

CATEGORY	AMOUNT OF PRIORITY CLAIM	INTEREST RATE, IF ANY	TOTAL PAYMENT
<b>a. Administrative expenses</b>			
(1) Chapter 13 Trustee's Fee – estimated at 11% of all payments to be made to all classes through this Plan.			
(2) Attorney's Fees	\$7,000		\$7,000
(3) Chapter 7 Trustee's Fees			
(4) Other			
(5) Other			
<b>b. Other priority claims</b>			
(1) Internal Revenue Service			
(2) Franchise Tax Board			
(3) Domestic Support Obligation			
(4) Other			
<b>c. Domestic Support Obligations that have been assigned to a governmental unit and are not to be paid in full in the Plan pursuant to 11 U.S.C. §1322(a)(4) (this provision requires that payments in Part 2 Section I.A. be for a term of 60 months)</b>			
(specify creditor name)			

See attachment for additional claims in Class 1.

## CLASS 2

### CLAIMS SECURED SOLELY BY PROPERTY THAT IS DEBTOR'S PRINCIPAL RESIDENCE ON WHICH OBLIGATION MATURES AFTER THE FINAL PLAN PAYMENT IS DUE

Check one.

- None.** If "None" is checked, the rest of this form for Class 2 need not be completed.
- Debtor will maintain and make the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. Unless otherwise ordered by the court, these payments will be disbursed either by the Chapter 13 Trustee or directly by Debtor, as specified below. Debtor will cure the prepetition arrearages, if any, on a listed claim through disbursements by the Chapter 13 Trustee, with interest, if any, at the rate stated.

The arrearage amount stated on a proof of claim controls over any contrary amount listed below.

NAME OF CREDITOR	LAST 4 DIGITS OF ACCOUNT NUMBER	AMOUNT OF ARREARAGE, IF ANY	INTEREST RATE	ESTIMATED MONTHLY PAYMENT ON ARREARAGE	ESTIMATED TOTAL PAYMENTS	POST-PETITION PAYMENT DISBURSING AGENT
WILMINGTON TRUST, NA	3040	\$116,382	0%	\$1,940	\$116,382	<input type="checkbox"/> Trustee <input checked="" type="checkbox"/> Debtor

- See attachment for additional claims in Class 2.

## CLASS 3A

### UNIMPAIRED CLAIMS TO BE PAID DIRECTLY BY DEBTOR

Check one.

- None.** If "None" is checked, the rest of this form for Class 3A need not be completed.
- Debtor will make regular payments, including any preconfirmation payments, directly to the following creditors in accordance with the terms of the applicable contract (Include Creditor Name and Last 4 Digits of Account Number):
- 

The claims of these creditors are unimpaired under the plan.

- See attachment for additional claims in Class 3A.

## CLASS 3B

### CLAIMS SECURED BY REAL OR PERSONAL PROPERTY WHICH ARE TO BE BIFURCATED AND PAID IN FULL DURING THE TERM OF THIS PLAN

Check one.

**None.** If "None" is checked, the rest of this form for Class 3B need not be completed.

Debtor proposes:

**Bifurcation of Claims - Dollar amounts/lien avoidance.** Except as provided below regarding bifurcation of claims into a secured part and an unsecured part, the claim amounts listed on a proof of claim control this Plan over any contrary amounts listed below.

- (a) **Bifurcated claims - secured parts:** Debtor proposes that, for the purposes of distributions under this Plan, the dollar amount of secured claims in this Class 3B should be as set forth in the column headed "Secured Claim Amount." For that dollar amount to be binding on the affected parties, either
- (i) Debtor must obtain a court order granting a motion fixing the dollar amount of the secured claim and/or avoiding the lien, or
  - (ii) Debtor must complete and comply with Part 2 Section IV.C., so that the Plan itself serves as such a motion; the "Included" boxes must be checked in Part 1 Paragraphs 1.1 and/or 1.2 (indicating that this Plan includes valuation and lien avoidance, and/or avoidance of a judicial lien or nonpossessory, nonpurchase-money lien in Section IV.C.); and this Plan must be confirmed - if any one of those conditions is not satisfied, then the claim will not be bifurcated into a secured part and an unsecured part pursuant to this sub-paragraph.
- (b) **Bifurcated claims - unsecured parts:** Any allowed claim that exceeds the amount of the secured claim will be treated as a nonpriority unsecured claim in Class 5 below.

NAME OF CREDITOR	LAST 4 DIGITS OF ACCOUNT NUMBER	CLAIM TOTAL	SECURED CLAIM AMOUNT	INTEREST RATE	ESTIMATED MONTHLY PAYMENT	ESTIMATED TOTAL PAYMENT

- .  See attachment for additional claims in Class 3B.

## CLASS 3C

**CLAIMS SECURED BY REAL OR PERSONAL PROPERTY WHICH ARE TO BE PAID IN FULL DURING THE TERM OF THIS PLAN (WITHOUT BIFURCATION), INCLUDING CURE OF ARREARS, IF APPLICABLE.**

Check all that apply.

- None.** If "None" is checked, the rest of this form for Class 3C need not be completed.
- Debtor proposes to treat the claims listed below as fully secured claims on the terms set forth below. These claims will not be bifurcated. The claim amounts listed on a proof of claim control this Plan over any contrary amounts listed below.

### IMPAIRED CLAIMS PAID THROUGH THE PLAN BY THE TRUSTEE

NAME OF CREDITOR	LAST 4 DIGITS OF ACCOUNT NUMBER	CLAIM TOTAL	INTEREST RATE	ESTIMATED MONTHLY PAYMENT	ESTIMATED TOTAL PAYMENTS

### CURE AND MAINTAIN CLAIMS

- Debtor will maintain and make the current contractual installment payments (Ongoing Payments) on the secured claims listed below pursuant to the terms of the applicable contract, except as stated otherwise in this Plan. These payments will be disbursed either by the Chapter 13 Trustee or directly by Debtor, as specified below. Debtor will cure and pay the prepetition arrearages, if any, on a claim listed below through disbursements by the Chapter 13 Trustee, with interest, if any, at the rate stated. The dollar amount of arrearage stated on a proof of claim controls over any contrary amount listed below.

NAME OF CREDITOR	LAST 4 DIGITS OF ACCOUNT NUMBER	Cure of Default				
		AMOUNT OF ARREARAGE, IF ANY	INTEREST RATE	ESTIMATED MONTHLY PAYMENT ON ARREARAGE	ESTIMATED TOTAL PAYMENTS	ONGOING PAYMENT DISBURSING AGENT
						<input type="checkbox"/> Trustee <input type="checkbox"/> Debtor

- See attachment for additional claims in Class 3C.

## CLASS 3D

### SECURED CLAIMS EXCLUDED FROM 11 U.S.C. §506

Check one.

**None.** If "None" is checked, the rest of this form for Class 3D need not be completed.

The claims listed below were either:

1. Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of Debtor, or
2. Incurred within 1 year of the petition and secured by a purchase money security interest in any other thing of value.

These claims will be paid in full under this Plan with interest at the rate stated below. The claim amount stated on a proof of claim controls over any contrary amount listed below.

NAME OF CREDITOR	LAST 4 DIGITS OF ACCOUNT NUMBER	CLAIM TOTAL	INTEREST RATE	ESTIMATED MONTHLY PAYMENT	ESTIMATED TOTAL PAYMENTS

See attachment for additional claims in Class 3D.

## CLASS 4

### OTHER CLAIMS ON WHICH THE LAST PAYMENT ON A CLAIM IS DUE AFTER THE DATE ON WHICH THE FINAL PLAN PAYMENT IS DUE, WHICH ARE PROVIDED FOR UNDER 11 U.S.C. §1322(b)(5)

Check one.

- None.** If "None" is checked, the rest of this form for Class 4 need not be completed.
- Debtor will maintain and make the current contractual installment payments (Ongoing Payments) on the secured claims listed below pursuant to the terms of the applicable contract, except as stated otherwise in this Plan. These payments will be disbursed either by the Chapter 13 Trustee or directly by Debtor, as specified below. Debtor will cure and pay the prepetition arrearages, if any, on a claim listed below through disbursements by the Chapter 13 Trustee, with interest, if any, at the rate stated. The dollar amount of arrearage stated on a proof of claim controls over any contrary amount listed below.

NAME OF CREDITOR	LAST 4 DIGITS OF ACCOUNT NUMBER	CURE OF DEFAULT				
		AMOUNT OF ARREARAGE, IF ANY	INTEREST RATE	ESTIMATED MONTHLY PAYMENT ON ARREARAGE	ESTIMATED TOTAL PAYMENTS	ONGOING PAYMENT DISBURSING AGENT

- See attachment for additional claims in Class 4.

## CLASS 5A

### NON-PRIORITY UNSECURED CLAIMS NOT SEPARATELY CLASSIFIED

Allowed non-priority unsecured claims not separately classified must be paid pursuant to Section I.B. above.

### SEPARATE CLASSIFICATION:

*Check all that apply if Debtor proposes any separate classification of non-priority unsecured claims.*

**None.** If "None" is checked, the rest of this form for Class 4 need not be completed.

## CLASS 5B

- Maintenance of payments.** Debtor will maintain and make the contractual installment payments on the unsecured claims listed below on which the last payment is due after the final Plan payment. The contractual installment payments will be disbursed by Debtor.

NAME OF CREDITOR	LAST 4 DIGITS OF ACCOUNT NUMBER	INTEREST RATE	ESTIMATED MONTHLY PAYMENT	ESTIMATED TOTAL PAYMENTS
SALLIE MAE	0739	4%	Unknown	\$50,861

## CLASS 5C

- Other separately classified non-priority unsecured claims.

NAME OF CREDITOR	LAST 4 DIGITS OF ACCOUNT NUMBER	AMOUNT TO BE PAID ON THE CLAIM	ESTIMATED MONTHLY PAYMENT	ESTIMATED TOTAL PAYMENTS

See attachment for additional claims in Class 5.

CLASS 6

## **SURRENDER OF COLLATERAL**

*Check one.*

- None.** If "None" is checked, the rest of this form for Class 6 need not be completed.

Debtor elects to surrender to each creditor listed below the collateral that secures the creditor's claim. Debtor requests that upon confirmation of the Plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. §1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Class 5 above

CREDITOR NAME	DESCRIPTION

- See attachment for additional claims in Class 6.

CLASS 7

## **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Any executory contracts or unexpired leases not listed below are deemed rejected.

*Check one.*

- None.** If "None" is checked, the rest of this form for Class 7 need not be completed.

The executory contracts and unexpired leases listed below are treated as specified (identify the contract or lease at issue and the other party(ies) to the contract or lease):

**Creditor name:**

## Description:

**Rejected**

Assumed; cure amount (if any): \_\_\_\_\_,  
to be paid over              months

**Creditor name:**

**Description:**

**Rejected**

Assumed; cure amount (if any): \_\_\_\_\_,  
to be paid over              months

**Payments to be cured within \_\_\_\_ months of filing the bankruptcy petition. All cure payments will be made through disbursements by the Chapter 13 Trustee.**

- See attachment for additional claims in Class 7.

### SECTION III. PLAN SUMMARY

<b>CLASS 1a</b>	<b>\$7,000</b>
<b>CLASS 1b</b>	<b>\$0</b>
<b>CLASS 1c</b>	<b>\$0</b>
<b>CLASS 2</b>	<b>\$116,382</b>
<b>CLASS 3B</b>	<b>\$0</b>
<b>CLASS 3C</b>	<b>\$0</b>
<b>CLASS 3D</b>	<b>\$0</b>
<b>CLASS 4</b>	<b>\$0</b>
<b>CLASS 5A</b>	<b>\$0</b>
<b>CLASS 5C</b>	<b>\$0</b>
<b>CLASS 7</b>	<b>\$0</b>
<b>SUB-TOTAL</b>	<b>\$123,382</b>
<b>CHAPTER 13 TRUSTEE'S FEE</b> (Estimated 11% unless advised otherwise)	<b>\$11,618</b>
<b>TOTAL PAYMENT</b>	<b>\$135,000</b>

### SECTION IV. NON-STANDARD PLAN PROVISIONS

**None.** If "None" is checked, the rest of Section IV need not be completed.

Pursuant to FRBP 3015(c), Debtor must set forth all nonstandard Plan provisions in this Plan in this separate Section IV of this Plan and must check off the "Included" box or boxes in Paragraphs 1.1, 1.2, 1.3 and/or 1.4 of Part 1 of this Plan. Any nonstandard Plan provision that does not comply with these requirements is ineffective. A nonstandard Plan provision means any Plan provision not otherwise included in this mandatory Chapter 13 Plan form, or any Plan provision deviating from this form.

The nonstandard Plan provisions seeking modification of liens and security interests address only those liens and security interests known to Debtor, and known to be subject to avoidance, and all rights are reserved as to any matters not currently known to Debtor.

- A. Debtor's Intent to File Separate Motion to Value Property Subject to Creditor's Lien or Avoid Creditor's Lien [11 U.S.C. § 506(a) and (d)]. Debtor will file motion(s) to value real or personal property of the bankruptcy estate and/or to avoid a lien pursuant to 11 U.S.C. § 506(a) and (d), as specified in **Attachment A**.
- B. Debtor's Intent to File Separate Motion to Avoid Creditor's Judicial Lien or Nonpossessory, Nonpurchase Security Interest [11 U.S.C. § 522(f)]. Debtor will file a Motion to avoid a judicial lien or nonpossessory, nonpurchase-money security interest, on real or personal property of the bankruptcy estate listed below pursuant to 11 U.S.C. § 522(f). If the court enters an order avoiding a lien under 11 U.S.C. § 522(f), the Chapter 13 Trustee will not pay any claim filed based on that lien as a secured claim.

Name of Creditor Lienholder/Servicer:

Description of lien and collateral (e.g., 2nd lien on 123 Main St.):

Name of Creditor Lienholder/Servicer:

Description of lien and collateral (e.g., 2nd lien on 123 Main St.):

- See attachment for any additional liens and security interests to be avoided by separate 11 U.S.C. § 522(f) motion.

- C. Debtor's Request in this Plan to Modify Creditor's Secured Claim and Lien. Debtor proposes to modify the following secured claims and liens in this Plan without a separate motion or adversary proceeding - this Plan will serve as the motion to value the collateral and/or avoid the liens as proposed below. **To use this option, Debtor must serve this Plan, LBR Form F 3015-1.02.NOTICE.341.LIEN.CONFRM and all related exhibits as instructed in that form. Note: Not all Judges will grant motions to value and/or avoid liens through this Plan. Please consult the specific Judge's Instructions/Procedures on the court's website for more information.**

**DEBTOR'S REQUEST TO MODIFY CREDITOR'S SECURED CLAIM AND LIEN**

**TO CREDITOR LIENHOLDER/SERVICER:**

- Real property collateral (street address and/or legal description or document recording number, including county of recording):  
  
(attach page with legal description of property or document recording number as appropriate)
- Other collateral (add description such as judgment date, date and place of lien recording, book and page number):  
  
 11 U.S.C. § 522(f) – Debtor seeks avoidance of your lien(s) on the above described collateral effective immediately upon issuance of the order confirming this Plan.
- 11 U.S.C. § 506(a) and (d) – Debtor seeks avoidance of your lien(s) on the above-described collateral that will be effective upon the earliest to occur of either payment of the underlying debt determined under non-bankruptcy law or one of the following:

(check all that apply and see LBR Form F 4003-2.4.ORDER.AFTERDISCH):

- (1) discharge under 11 U.S.C. § 1328, or  
 (2) Upon completion of all Plan payments.

Value of collateral: ..... \$ \_\_\_\_\_

Liens reducing equity (to which subject lien can attach):

\$ \_\_\_\_\_ + \$ \_\_\_\_\_ + \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Exemption (only applicable for lien avoidance under 11 U.S.C. § 522(f)): ..... \$ \_\_\_\_\_

Wherefore, Debtor requests that this court issue an order granting the foregoing property valuation and/or lien avoidance of the above-listed creditor on the above-described collateral in the form Attachment B, C and/or D to this Plan, as applicable. (Debtor must use and attach a separate Attachment B, C and/or D which are also mandatory court forms for modification of each secured claim and lien.)

Amount of remaining secured claim (negative results should be listed as \$-0-): .... \$ \_\_\_\_\_

Note: See other parts of this Plan for the proposed treatment of any remaining secured claim (generally Class 3).

- See attachment(s) for additional request(s) to modify secured claims and liens by this Plan.

D. Other Non-Standard Plan Provisions (use attachment, if necessary):**SECTION V. REVESTING OF PROPERTY**

Property of the bankruptcy estate will not vest in Debtor until a discharge is granted or the case is dismissed or closed without discharge. Revesting will be subject to all liens and encumbrances in existence when the case was filed, except those liens avoided by court order or extinguished by operation of law. In the event the case is converted to a case under Chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate will vest in accordance with applicable law. After confirmation of this Plan, the Chapter 13 Trustee will not have any further authority or fiduciary duty regarding use, sale, or refinance of property of the estate except to respond to any motion for proposed use, sale, or refinance as required by the LBRs. Prior to any discharge or dismissal, Debtor must seek approval of the court to purchase, sell, or refinance real property.

**By filing this document, the Attorney for Debtor, or Debtor if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Plan are identical to those contained in the Central District of California Chapter 13 Plan other than any nonstandard Plan provisions included in Section IV.**

Date: 8/8/2025/s/Benjamin Heston

BENJAMIN HESTON

Attorney for Debtor(s)



LARA FAKHOURY

Debtor 1

**ATTACHMENT A to Chapter 13 Plan/Confirmation Order**  
**(11 U.S.C. §§ 506: valuation/lien avoidance by separate motion(s))**

**None.** If "None" is checked, the rest of this Attachment A need not be completed.

1. Creditor Lienholder/Servicer: \_\_\_\_\_  
Subject Lien (e.g., 2nd lien on 123 Main St.): \_\_\_\_\_
  
2. Creditor Lienholder/Servicer: \_\_\_\_\_  
Subject Lien (e.g., 3rd lien on 123 Main St.): \_\_\_\_\_
  
3. Creditor Lienholder/Servicer: \_\_\_\_\_  
Subject Lien (e.g., 4th lien on 123 Main St.): \_\_\_\_\_
  
4. Creditor Lienholder/Servicer: \_\_\_\_\_  
Subject Lien (e.g., 2nd lien on 456 Broadway): \_\_\_\_\_
  
5. Creditor Lienholder/Servicer: \_\_\_\_\_  
Subject Lien (e.g., 3rd lien on 456 Broadway): \_\_\_\_\_
  
6. Creditor Lienholder/Servicer: \_\_\_\_\_  
Subject Lien (e.g., 4th lien on 456 Broadway): \_\_\_\_\_
  
7. Creditor Lienholder/Servicer: \_\_\_\_\_  
Subject Lien (e.g., 2nd lien on 789 Crest Ave.): \_\_\_\_\_
  
8. Creditor Lienholder/Servicer: \_\_\_\_\_  
Subject Lien (e.g., 3rd lien on 789 Crest Ave.): \_\_\_\_\_
  
9. Creditor Lienholder/Servicer: \_\_\_\_\_  
Subject Lien (e.g., 4th lien on 789 Crest Ave.): \_\_\_\_\_

(Attach additional pages for more liens/provisions.)

**CERTIFICATION:** I have prepared this attachment (including any additional pages) for use by the Chapter 13 Trustee. I certify under penalty of perjury under the laws of the United States of America that the information provided in this attachment is accurate to the best of my knowledge after reasonable inquiry, and I acknowledge that the Chapter 13 Trustee has no duty to verify the accuracy of that information.

Executed on (date): 8/8/2025

Printed name: Benjamin Heston

Signature: /s/ Benjamin Heston

Attorney for debtor(s) or  Debtor appearing without attorney

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 3990 E. Concours Street, Suite 350, Ontario, CA 91764

A true and correct copy of the foregoing document entitled (*specify*): Request for Judicial Notice in Support of Opposition to Amended Motion for Reconsideration of Order Denying Motion to Continue the Automatic Stay will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) September 17, 2025, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

U.S Trustee/(RS): ustpregion16.rs.ecf@usdoj.gov

Debtor's Attorney: Benjamin Heston: bhestonecf@gmail.com, benheston@recap.email,  
NexusBankruptcy@jubileebk.net

Chapter 13 Trustee Rod Danielson: notice-efile@rodan13.com

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) September 17, 2025, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor: Lara Fakhoury, 1243 Jacaranda Pl., Upland, CA 91784-7410

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) September 17, 2025, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

Hon. Scott H. Yun  
United States Bankruptcy Court  
Central District of California  
3420 Twelfth St., Suite 345  
Riverside, CA 92501-3819.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

9/17/2025

DARLENE VIGIL

Date

Printed Name

/s/ Darlene Vigil

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.